

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY .

SIGNATURE

David Welch

**VOLUNTARY CLEANUP CONTRACT
17-6453-RP**

**IN THE MATTER OF
INMAN MILLS SITE, SPARTANBURG COUNTY
and
INMAN DEVELOPMENT VENTURE, LLC AND INMAN, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Inman Development Venture, LLC and Inman, LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Inman Mills Site ("Site"). The former Inman Mills property is located at 240 4th Street, Inman, South Carolina ("Property"). The Property includes approximately 20.221 acres and is bounded generally on the north by 1st Street, east by Park Road, south by 4th Street, and west by Cothran Creek Road. The Property is identified by the County of Spartanburg as Tax Map Serial Number 1-44-05-074.01 and 1-44-06-31.02. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "Respondents" shall mean Inman Development Venture, LLC and Inman, LLC. Inman Development Venture, LLC is a South Carolina Limited Liability Company with its principal place of business located at 15980 Hwy 221, Enoree, SC. Inman, LLC is a foreign Limited Liability Company authorized to do business in South Carolina with its principal place of business located at 235 S. 14th Street, Baton

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Rouge, Louisiana.

- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and

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- does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- H. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Respondents.
- I. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- J. "Site" shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- K. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:
- A. The Property was first developed and began operations as a textile mill in 1901. The Inman Mill closed in 2001. A fire destroyed part of the building in 2008.
- B. On behalf of DNA Workshop, Blue Ridge Environmental Services, Inc. prepared an Expanded Shallow Soil Sampling Report (ESSSR) which was dated January 27, 2017. The ESSSR provided the

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following information:

- i. Fifty-eight shallow soil samples, one temporary groundwater well sample, and two sediment samples were collected in September and November 2016. Sample results indicated the presence of organic and inorganic chemicals in the shallow unsaturated soil at the Site which were above the EPA Regional Screening Levels (RSL).
- ii. The ESSSR identified soil contamination exceeding RSLs for Residential and Protection of Groundwater Soil Screening Levels (SSL) at many locations throughout the Site. According to the ESSSR, the following contaminants were detected at the Site:
 - a. Acetone, methylene chloride, and methyl acetate were detected throughout the Site at most locations from not detectable to above laboratory reporting limits;
 - b. Polycyclic Aromatic Hydrocarbons/Semi-Volatile Organic Compounds, Pesticides, Polychlorinated Biphenyls, Arsenic, and Hexavalent Chromium (VI) at concentrations above the SSL.

RESPONSE ACTIONS

3. Respondents agree to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Respondents' contact person for matters relating to this Contract. Respondents will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Respondents in writing of any deficiencies in the Work Plan, and Respondents

David W. [Signature]

will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct a Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site.
- B. Submit to the Department an RI Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved RI Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Respondents, and Respondents shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Respondents a letter indicating that revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, Respondents shall submit a revised report addressing the Department's comments.
- C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. Respondents shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may

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result from implementation of the Health and Safety Plan by Respondents.

5. Respondents shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Respondents shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Shelton Smalls
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
smallssj@dhec.sc.gov

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

David Walker

Respondents: Inman, LLC
Dyke Nelson
235 S. 14th Street
Baton Rouge, LA 70802
dyke@dna-workshop.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Respondents will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. In accordance with §§ 44-56-200 and 44-56-740, Respondents shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Respondents: Inman, LLC
Dyke Nelson
235 S. 14th Street
Baton Rouge, LA 70802

All of Respondents' payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Respondents and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Respondents are unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Respondents.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Respondents have completed the actions required under this Contract, Respondents shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Respondents and witnessed, signed, and sealed by a notary public. Respondents shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Spartanburg County. The signed covenant shall be incorporated

into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Respondents or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Respondents or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, the Respondents, their signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to the Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to the Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, the Respondents may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the *South Carolina State Register*.

13. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department

SIGNATURE David Wilk

may have against a responsible party who is not a signatory to the Contract and who is not a signatory's parent, subsidiary, successor and assign.

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Respondents for any matters not expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, Respondents shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Respondents has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give Respondents a Certificate of Completion that provides a covenant not to sue to Respondents, their signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Respondents successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Respondents, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from

the Department's intentional or grossly negligent acts or omissions.

17. Respondents and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Respondents elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Respondents, their parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Respondents' or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by Respondents to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

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19. Upon termination of the Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by Respondents or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE David Walker

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY: Daphne G. Neel
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

DATE: 9/7/17

Clair AO
Reviewed by Office of General Counsel

DATE: 8/30/17

INMAN DEVELOPMENT VENTURE, LLC

Ron H. Taglieri
Signature

DATE: 6-20-17

Ron H. Taglieri, Principal
Printed Name and Title

INMAN, LLC

[Signature]
Signature

DATE: 6/13/17

J. DYKE NELSON, MANAGING MEMBER
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Spartanburg

Tax Map Serial Number 1-44-05-074.01

The Property includes ALL those certain pieces, parcels or tracts of land situate, lying and being in or near the City of Inman, in the County of Spartanburg, State of South Carolina, containing a total of 20.221 acres, more or less or 880,651 SQ. FT. as shown on a plat entitled "ALTA/ACSM LAND TITLE SURVEY FOR INMAN, LLC", prepared by Freeland & Associates, Inc., dated September 2, 2015, revised February 12, 2016, last revision July 28, 2016, having the following metes and bounds, courses and distances:

19.474-acre PARCEL: Beginning at an iron pin located at the right of way intersection of the north right of way of 4TH St. and the east right of way of Cothran Creek St. and running with Cothran Creek St. N 63-36-34 W for 17.74 feet to an iron pin; thence N 10-20-55 W for 35.64 feet to an iron pin; thence N 07-04-08Wfor196.98 feet to an iron pin; thence N 13-28-02Wfor196.54 feet to an iron pin; thence N 10-19-29 W for 271.74 feet to an iron pin; thence N 08-27-28 W for 124.46 feet to an iron pin; thence N 00-26-50 W for 98.95 feet to an iron pin; thence N 23-15-22 E for 163.29 feet to an iron pin; thence N 20-34-09 E for 101.64 feet to an iron pin; thence N 06-58-45 E for130.79 feet to an iron pin; thence N 06-11-55 E for 97.28 feet to an iron pin; thence N 28-57-31 E for 38.43 feet to an iron pin; thence N 66-00-50 E for 76.52 feet to an iron pin; thence N 84-39-07 E for 71.04 feet to an iron pin; thence S 74-13-59 E for 57.39 feet to an iron pin; thence S 23-40-31Efor206.14 feet to an iron pin; thence S 07-59-50 E for 160.20 feet to an iron pin; thence S 73-53-03 E for 95.73 feet to an iron pin; thence S 28-57-11 E for 105.42 feet to an iron pin; thence N 61-50-54Efor101.75 feet to an iron pin; thence along the west right of way of Park Road S 28-51-20 E for 711.41 feet to an iron pin; thence S 39-22-45 W for 174.72 feet to an iron pin; thence S 39-22-45 W for 35.86 feet to an iron pin; thence S 82-59-30 W for 163.27 feet to an iron pin; thence N 25-52-50 W for 87.36 feet to an iron pin; thence S 64-02-38 W for160.45 feet to an iron pin; thence S 24-00-45 E for 45.03 feet to an iron pin; thence S 70-49-43 W for 73.08 feet to an iron pin; thence S 63-34-28 W for 372.22 feet to an iron pin being the Point of Beginning. Said tract contains 19.474 acres or 848,285 square feet more or less.

ALSO

0.37 acres Parking Area PARCEL: Beginning at an iron pin located the west right of way of Park Road and being the common corner with Inman Mills Methodist Church (DB. 22Z-265) and running along said common line S 39-22-45 W for 22.86 feet to an iron pin; thence along the common line of Inman Mills N 28-51-20 W for 711.41 feet to an iron pin; thence along the common line of Park Road N 61-41-19 E for 23.91 feet to an iron pin; thence S 28-38-14 E for 702.71 feet to the Point of Beginning. Said tract contains 0.37 acres or 15,952 square feet more or less.

ALSO

0.377 acre PARCEL: Beginning at an iron pin located on the north right of way of "C" Street being the common corner with Inman Mills (Pt. Lot 17B) and being approximately 73.8 feet southwest of the west right of way of Church St.; thence along "C" Street S 61-19-05 W for 114.33 feet to an iron pin; thence along the common line of Lowes (Lot 15) N 28-31-33 W for145.54 feet to an iron pin; thence along the common line of Inman Mills Baptist Church (DB. 13C-790) N 63-57-51 E for 115.53 feet to an iron pin; thence along the common line of Lot 17-B S 28-04-48 E for 140.21 feet to an iron pin being the Point of Beginning. Said tract contains 0.377 acres or 16,414 square feet more or less.

TOGETHER WITH the right to use the access easement area identified as Access Easement consisting of 0.504 acres, more or less as shown on above referenced plat, for purposes of ingress and egress as set forth in that certain Easement Agreement recorded in Book 84-H at Page 96.